

DRAFT AGREEMENT Sue.

This Agreement summarizes the understanding between the Pacific Rim Enterprise Center, Environmental Technology Partnership (ETP) program, and Fluor Daniel Hanford, Inc. (FDH) to work in collaboration with FDH's Technology Management Division in executing the technology management function which FDH is leading as part of the Project Hanford Management Contract (Work).

This Agreement sets forth the understandings under which FDH is proposing to employ ETP resources in execution of the Work. This agreement shall not hinder either party from responding independently or in conjunction with any other party to any business opportunity.

The work activities envisioned for collaborative effort include the following:

1. One or two ETP personnel will be assigned to team with FDH by regularly attending and participating in staff meetings, technology opportunity reviews, and demonstration/deployment status briefings.
2. Assigned ETP personnel will, under FDH direction, participate in needs identification, technology evaluations, deployment efforts and the building of industrial relationships.
3. ETP **will**, both on their own initiative and in collaboration with other members of the Technology Management team, serve as a conduit to Technology Management for private sector technology providers ensuring technology solutions are screened and packaged to best match Hanford site needs. Technologies identified by ETP and presented in writing to Technology Management will be reviewed and evaluated for a match with site needs. A written response will be provided to ETP within 45 days.
4. Technology Management will provide ETP with current, up-to-date information on technology needs as they are continuously updated throughout the year.
5. Technology Management will coordinate with ETP in linking their respective web sites and other sources of Hanford technology needs, demo/deployment activities, and industrial outreach efforts.
6. ETP personnel will collaborate with Technology Management staff to proactively seek, under Technology Management direction, technologies to meet a focused set of high priority Hanford site needs and funnel technology opportunities that meet those needs to Technology Management for further evaluation and follow up. The focused set of needs will be redirected over time as project needs are satisfied and site requirements change.

7. Technology Management will provide ETP with access to information on technologies that have come to the attention of Technology Management, provided that such information is not incumbered by confidentiality disclosures or other forms of secrecy agreements. ETP will be free to use this information to follow up on opportunities for private sector applications elsewhere.

8. Technology Management can choose to either work through ETP or directly with a technology provider at their discretion.

9. ETP personnel may be located with the FDH Technology Management organization.

10. This Agreement shall not constitute a joint venture, partnership, consortium, or any other form of business arrangement or organization.

11. Each party shall act as an independent contractor and not as an agent, joint venturer or partner of the other for any purpose whatsoever, and neither party shall have the authority to bind the other party nor make commitments of any kind for or on behalf of the other party.

12. Nothing contained in this Agreement shall be deemed to preclude either party from quoting and offering for sale, or from selling to others, any item or service which it regularly offers for sale.

13. This Agreement shall terminate upon the written request of one of the parties.

14. In no event shall either party be liable to the other or any other party for any indirect, incidental, special or consequential damages (including, but not limited to loss of profits, loss of interest or other financing charges or loss of use), whether arising from a termination of this Agreement or otherwise.

15. Miscellaneous

a. This Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understandings or communications with respect to the subject matter hereof between the parties or any of their affiliated companies or programs.

b. This Agreement shall be interpreted and enforced under the laws of the State of Washington, excluding provisions thereof which refer to the laws of another jurisdiction.

c. No subsequent modification of this Agreement shall be binding upon the parties unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

d. To the full extent permitted by law, limitations on liability, indemnities and releases set forth in the Agreement shall apply even in the event of fault, negligence or strict liability on the part of the party indemnified, released, or whose liability is limited.

e. In the event of a dispute regarding any matter covered by this Agreement, all matters at issue shall be referred to the President of the Pacific Rim Enterprise Center and the President of Fluor Daniel Government Services Operating Company for resolution.

f. Should any dispute regarding any matter covered by this Agreement not be resolved by the procedures set forth in 14(e), all matters at issue shall be subject to an alternate dispute resolution approach, under the rules of the American Arbitration Association, with any proceeding to be conducted in Los Angeles, California.

16. ETP concurs that it is capable and willing to perform the proposed services outlined in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

Environmental Technology Partnership

Fluor Daniel Hanford, Inc.

The Pacific Rim Enterprise Center

Technology Management Div.

By

By

Title

Title

Date

Date